

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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GOODEARTH MARITIME LTD.,

08 CV 2028 (RMB)

Plaintiff,

-against-

REPLY DECLARATION

CALDER SEACARRIER CORP., a.k.a. CALDER
SEA CARRIER CORP., ROLSTON ENTERPRISES
LTD., and FENBY COMPANY LIMITED a.k.a.
FENBY CO. LTD.,

Defendants.

-----X

I, Garth S. Wolfson, hereby declare as follows:

1. I am a partner with the firm of Mahoney & Keane, LLP, counsel of record for defendant FENBY COMPANY LIMITED a.k.a. FENBY CO. LTD. (FENBY). Based upon my personal knowledge and my review of the file maintained by my office, I am familiar with the proceedings in this case.

2. Herewith attached are true copies of the following:

Exhibit D:	FENBY's fixture of the M/V RENATA from Calder (via Seapride Maritime Piraeus);
Exhibit E:	FENBY's sub-charter fixture to Bristol Marine (via BML Chartering); and
Exhibit F:	Declaration of Panos Michalitses.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 11, 2008
New York, New York

Respectfully submitted,

MAHONEY & KEANE, LLP
Attorneys for Defendant
FENBY COMPANY LIMITED a.k.a.
FENBY CO. LTD.

By: 

Garth S. Wolfson (GW 7700)
11 Hanover Square, Tenth Floor
New York, New York 10005
(212) 385-1422

From: "Seapride Maritime" <seapride@otenet.gr>
 To: "CALDER ATH" <calder@otenet.gr>
 Subject: Fw: MV RENATA
 CC: <No CC specified>
 Date: Fri, 06 Jun 2008 18:25:12 +0300

GD AFT,

RE:12500 MTS CAN CTZA/MOMBASA

PLS FIND BELOW CLEAN FIXTURE RECAP WITH SUBS IN ORDER:

M/V RENATA (EX - RUNNER)

T Y P E : MPPSE TWEEN CONTAINER VSL
 BUILT : 1979
 FLAG : BAHAMAS
 PORT OF REG : NASSAU
 CLASS : L.R. +100 A1 + LMC
 CALL SIGN : C 6 H W 5
 P + I CLUB : LONDON STEAMSHIP MUTUAL

LOA / BEAM : 149.80 M / 22.86 M
 S.DWT / DRAFT : 15,120 MT / 9.64 M
 GRN / BLE : 21,908.9 / 20,146.3 CBM
 GRT / NRT : 11,200 / 6,713
 HO / HA : 4 / 7 (3 TWEEN HA - 1 SINGLE HA)
 MCGREGOR HATCH COVERS FOLDING FLUSH TYPE - HYDRO DRIVEN CONSTANTS : 300
 MT (EXCL F.W.)

GEAR : 6 VELLE SHIPSHAPE DERRICKS WITH 6 MTRS OUTREACH

HOLD NO.1: 1 D X 35 MT
 HOLD NO.2: 2 D X 35 MT / COMBINED 60 MT
 HOLD NO.3: 2 D X 50 MT / COMBINED 90 MT
 HOLD NO.4: 1 D X 35 MT

GRAIN / CO2 / ELECTR.VENT.FITTED (12 ACPH BSS EMPTY HOLDS)

HATCHES & TWEEN DECKS DIMENSIONS

	WEATHER DECK HATCHES	TWEEN DECK HATCHES
HOLD NO.1 SINGLE HATCH	SINGLE 13.30 X 8.0 M	SINGLE 9.10 X 8.0 M
HOLD NO.2 TWEEN HATCH	EACH 25.50 X 8.0 M	EACH 25.50 X 8.0 M
HOLD NO.3 TWEEN HATCH	EACH 25.50 X 8.0 M	EACH 25.50 X 8.0 M
HOLD NO.4 TWEEN HATCH	EACH 12.75 X 8.0 M	EACH 12.75 X 8.0 M

NOMINAL CONTAINER CAPACITY : 597 TEUS

HOMOGEN CONTAINER CAPACITY : 440 TEUS @ 14 MT (SUB STABILITY)

REEFER PLUGS (FEMALE) : 50 (380 V AC 3 PHASE 60 HZ)

STRENGTHS

TANKTOP ALL HOLDS : 10.26 MT/M2
 TWEEN DECKS ALL HOLDS : 3.00 MT/M2
 MAIN DECK + HATCH COVERS : 1.75 MT/M2

CUBIC BREAKDOWN

	GRAIN	BALE
NO.1 TWN DECK	1,198.0	1,053.7
LWR HOLD	1,271.2	1,074.3
T O T A L	2,469.2	2,128.0
NO.2 TWN DECK	2,981.2	2,786.5
LWR HOLD	4,811.1	4,365.4
T O T A L	7,792.3	7,151.9

NO.3 TWN DECK	3,001.8	2,815.2
LWR HOLD	4,857.8	4,541.0
T O T A L	7,859.6	7,356.2
NO.4 TWN DECK	1,519.4	1,425.5
LWR HOLD	2,268.4	2,084.7
T O T A L	3,787.8	3,510.2

GRAND TOTAL	21,908.9	20,146.3

ALL DETS ABT/WOG

-DISPOWS: CALDER SEACARRIER CORP.

-ACCT: FENBY COMPANY LIMITED

- 12500MT 10PCT MOLOO BULK CALCIUM AMMONIUM NITRATE STOWING ABOUT 40 CUBIC FEET/METRIC TON, WITHOUT GUARANTEE.

- LAYCAN 09/12 JUNE 2008

- LOADING: 1/2 SBS CONSTANTZA

- DISCHARGING: 1/2 SBS MOMBASA

- LOADING/DISCHARGING 10 TTL WWDs OF 24 CONCEC HRS SSHEX EIU BENDS. TIME FROM 17.00HRS FRIDAY OR ON A DAY PRECEEDING A HOLIDAY UNTIL 08.00HRS MONDAY OR THE NEXT WORKING DAY AFTER A HOLIDAY NOT TO COUNT EVEN IF USED."

- FREIGHT USD 1.540.000,- LMPSM FIOST BSS 1/1 WITH FREE D/AS BENDS

- FRT PAYABLE 97%, LESS COMMS, W/I 4 BDS DAYS AFTER S/R 'COB' CONGENBILLS OF LADING MARKED 'FREIGHT PAYABLE AS PER CHARTER PARTY', TO OWNERS NOMINATED BANK ACCOUNT.

- BALANCE FREIGHT TO BE SETTLED WITH DEM/DESP, W/I 15DAYS AFTER COMPLETION OF DISCHARGING AND RECEIPT OF OWNERS, LAYTIME CALCS.

- CHRYS AGENTS BENDS

- FOR 'COB/ BSL THE MASTER HAS THE RIGHT TO REJECT ANY UNCLEAR CGO AND CHRYS/SHIPPERS TO REPLACE SAME WITH SOUND ONE.

- IF BS/L ARE MARKED FRT PPAID, THEN SAME TO REMAIN UNDER AGENTS CUSTODY UNTIL RECIPT OF BANK SWIFT COPY SHOWING REMITTANCE OF FRT TO OWS BANK.

- DEMURRAGE USD 17,500.-PER DAY PRORATA/HALF DESPATCH ON WORKING TIME SAVED AT BOTH ENDS

- FREE OF EXINS DUE TO THE VSL'S AGE

- G/AS + ARB IN LONDON WITH ENGLISH LAW TO APPLY

- OTHERWISE AS PER GENCON C-P 1976 WITH TTL COMMISSION 2,50 %

END

TKS/BRGRDS

From: "BML" <bmlchart@ath.forthnet.gr>
 To: "FENBY" <FENBY@GMAIL.COM>
 Subject: MV RENATA - CONSTANTIA/MOMBASA
 CC: <No CC specified>
 Date: Fri, 06 Jun 2008 16:36:44 +0300

MV RENATA

 PLS FIND FIXTURE ASF:

RE MV RENATA

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 M/V RENATA (EX - RUNNER)
 T Y P E : MPPSE TWEEN CONTAINER VSL
 BUILT : 1979
 FLAG : BAHAMAS
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ALL DETS ABT/WOG

-DISPONENT OWS: MESSRS FENBY COMPANY LIMITED

- ALL NEGOTIATIONS AND EVENTUAL FIXTURE TO BE KEPT STRICTLY P+C AND NOT TO BE REPORTED

- VESSEL IS PRESENTLY IN VARNA DRYDOCK COMPLETING REPAIRS/SURVEY, ETS VARNA 10.06.2008, ETA CONSTANTZA 10.06.2008, WP+AGW

- OWNERS GUARANTEE VESSEL TO BE FULLY CLASSED/PANDI COVERED FOR THE ENTIRE DURATION OF THE VOYAGE UNDER THIS CHARTER PARTY

- OWNERS GUARANTEE VESSEL IS SUITABLE FOR GRAB DISCHARGE, AS FAR AS VESSEL'S DESCRIPTION AND PLANS ALLOWING

FOR:

- ACC BRISTOL MARINE

- SUBS IN ORDER

- 12500MT 10PCT MOLOO BULK CALCIUM AMMONIUM NITRATE STOWING ABOUT 40 CUBIC FEET/METRIC TON, WITHOUT GUARANTEE. OWNERS CONFIRM THEIR INTENTION IS TO LOAD 13750MT

- LAYCAN 09/12 JUNE 2008

- LOADING 1/2 SAFE BERTH(S) ALWAYS AFLOAT CONSTANTZA, ROMANIA

- DISCHARGING 1/2 SAFE BERTH(S) ALWAYS AFLOAT MOMBASA, KENYA, WHERE OWNERS CONFIRM VESSEL'S ARRIVAL DRAFT WITH 13750MT ON BOARD AROUND 9.55METERS

- SHIFTING EXPENSES/TIME FOR CHARTERERS ACCOUNT BOTH ENDS

- LOADING/DISCHARGING 10 TTL WWDs OF 24 CONCEC HRS SShEX EIU BENDS. TIME FROM 17.00HRS FRIDAY OR ON A DAY PRECEEDING A HOLIDAY UNTIL 08.00HRS MONDAY OR THE NEXT WORKING DAY AFTER A HOLIDAY NOT TO COUNT EVEN IF USED.

- FREIGHT USD 1.580.000,- LMPsM FREE IN OUT TRIMMED BASIS 1/1, PAYABLE 97.00PCT, LESS COMMISSIONS, WITHIN 4 BANKING DAYS AFTER SIGNING/RELEASING 'CLEAN ON BOARD' CONGEN BILLS OF LADING MARKED 'FREIGHT PAYABLE AS PER CHARTER PARTY', TO OWNERS NOMINATED BANK ACCOUNT, BALANCE FREIGHT TO BE SETTLED WITH DEMURRAGE/DESPATCH AT BOTH ENDS, WITHIN 15DAYS AFTER COMPLETION OF DISCHARGING AND RECEIPT/AGREEMENT OF OWNERS, RESPECTIVELY CHARTERERS LAYTIME CALCULATIONS, TOGETHER WITH NOTICE OF READINESS/STATEMENT OF FACTS AT BOTH ENDS. FREIGHT DEEMED EARNED UPON SHIPMENT AND SIGNING BILLS OF LADING, DISCOUNTLESS AND NON-RETURNABLE, VESSEL AND/OR CARGO LOST OR NOT LOST. FREIGHT AS ABOVE LUMPsum FREE OF ALL ORDINARY PORTS D/AS BENDS.

- IF CHARTERERS REQUIRE 'CLEAN ON BOARD' BILLS OF LADING, THE MASTER HAS THE RIGHT, IN CONJUNCTION WITH THE CARGO SURVEYOR(S), TO REJECT DAMAGED CARGO, WHILE CHARTERERS/SHIPPERS TO REPLACE SAME WITH SOUND ONE.

- IF CHARTERERS REQUIRE 'FREIGHT PREPAID' BILLS OF LADING, SAME TO BE KEPT BY VESSEL'S AGENTS AT LOADING PORT AND TO BE RELEASED ONLY UPON OWNERS RECEIVE SWIFT COPY FROM CHARTERERS BANK CONFIRMING FREIGHT HAS BEEN IRREVOCABLY REMITTED TO OWNERS NOMINATED BANK ACCOUNT.

- DEMURRAGE USD 17,500.-PER DAY PRORATA/HALF DESPATCH ON WORKING TIME SAVED AT BOTH ENDS

- CHARTERERS AGENTS AT BOTH ENDS

- EXTRA INSURANCE, IF ANY, FOR CHARTERERS ACCOUNT

- TAXES/DUES ON CARGO/FREIGHT FOR CHARTERERS ACCOUNT BOTH ENDS

- TAXES/DUES ON VESSEL/CREW/FLAG/OWNERSHIP FOR OWNERS ACCOUNT BOTH ENDS

- NOTICE OF READINESS TO BE TENDERED WHETHER IN PORT OR NOT, WHETHER IN BERTH OR NOT, WHETHER IN FREE PRATIQUE OR NOT, WHETHER CUSTOMS CLEARED OR NOT, VIA CABLE/RADIO/VHF/TELEX/E-MAIL, DURING OFFICE HOURS 0800/1700HRS MONDAY TO FRIDAY, AND TIME TO COUNT 2PM/8AM AT BOTH ENDS

- G/A-ARBITRATION, IN LONDON, ENGLISH LAW TO APPLY/Y-A RULES'74 AMENDED'90

- OTHERWISEAS PER PROFORMA GCN C/P'76

- COMMS 2,50TTL

END

BRGDS

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
GOOD EARTH MARITIME LTD.,

Plaintiff,

08 CV 2028 (RMB)
ECF CASE

- against -

CALDER SEACARRIER CORP.,
a.k.a. CALDER SEA CARRIER CORP.,
ROLSTON ENTERPRISES LTD., and
FENBY COMPANY LIMITED a.k.a FENBY
CO. LTD

Defendants.

-----X

DECLARATION OF PANOS MICHALITSES

I, PANOS MICHALITSES, of 145 Kolokotroni Street, Piraeus, Greece hereby declare as follows:-

1. I was employed as the Manager in the chartering department of Calder Seacarrier Corp. from January 2000 until November 2007 except from the period of January 2006 until July 2006 where I was employed as the manager responsible for the operational department of Universal Cargo Lines.
2. Since November 2007 I am employed as the manager of Fenby Company Limited and have the responsibility for its day to day business especially its vessel chartering activities.
3. Since I have been working in all three companies, I hereby declare that there are different shareholders and directors in each company.

4. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Signed 

PANOS MICHALITSES

At Piraeus this 10th day of July 2008